

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Independent Diplomat, Inc.

2. Registration Number

5860

3. Name of Foreign Principal

Government of the Sahrawi Arab Democratic Republic

Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/01/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

ID will provide diplomatic advice to the Government of the Saharawi Arab Democratic Republic (SADR) in the areas of diplomatic strategy, diplomatic tools and techniques, and public diplomacy.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.<sup>1</sup>

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

ID will seek the views of the US Government by meeting officials and desk officers in the State Department including at the US Mission to the UN, in order to assist the Government of the SADR in its diplomatic efforts. ID may also facilitate media opportunities for representatives of the Government of the SADR.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes  No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No 

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No 

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/10/2025	Reza Afshar	Sign /s/Reza Afshar
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

26 Nov 2025

Reza Afshar



## **Appendix Response to Item 9**

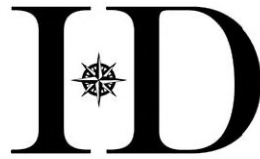
**Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.**

ID and the Client will agree specific priorities as part of the active management of the Agreement, relating to possible services in the following areas:

A. Diplomatic Strategy. ID may provide advice on the Client's diplomatic strategy, as well as information and analysis of Western Sahara's diplomatic situation, for example, at the United Nations (UN) Security Council, UN General Assembly, UN Human Rights Council, European Union and African Union in order to achieve the goals of the Client.

B. Diplomatic Tools and Techniques. ID may offer assist with diplomatic tools and techniques, including the preparation of diplomatic communications, preparations for international visits and diplomatic meetings, and assistance with the drafting of speeches, speaking notes, Aide Memoires and briefs etc.

C. Public Diplomacy. ID may advise on public diplomacy initiatives to raise awareness of the situation in Western Sahara, and especially the content of messages aimed at the international community and international media.



# INDEPENDENT DIPLOMAT

The Diplomatic Advisory Group

## THIS AGREEMENT

### BETWEEN:

Independent Diplomat, Ltd ("ID") of 166 College Road, Harrow, HA1 1RA UNITED KINGDOM

and

The Frente Polisario of Western Sahara / Government of the Saharawi Arab Democratic Republic (SADR) ("the Client")

### WHEREAS:

(a) ID is an independent non-profit organization established in order to resolve or prevent conflict by offering advice and assistance in diplomacy to governments and non-state actors who meet ID's ethical criteria, which are commitment to democratic principles, protection of human rights, and respect for international law including non-resort to the use of unlawful violence.

(b) In reliance upon that skill, knowledge and experience, the Client wishes to engage ID to provide services to it and ID has agreed to accept the engagement on the terms set out below.

### IT IS HEREBY AGREED AS FOLLOWS:

1. The Client has offered and ID has accepted engagement, on the terms set out in this Agreement, to provide diplomatic advisory services to the Client as set out in Annex 1 attached ("the Services").
2. ID shall provide the Services to the Client from 1 January 2025 ("the Commencement Date") for a period of 12 (twelve) months, terminating on 31 December 2025 ("the Term") unless terminated prior thereto pursuant to the terms of this Agreement. After the Term is complete, ID and the Client may agree to an extension of this Agreement, beginning 1 January 2026, and renewable by mutual agreement on an annual basis thereafter.
3. The Client shall pay to ID, in consideration of the Services provided by ID, a total fee of USD\$20,000 ("the Fee") per annum as a contribution to the costs of ID undertaking the advisory role for the Client. In addition, the Client will pay a maximum of USD\$10,000 for travel, accommodation and related expenses by ID claimed in connection with the performance of duties in this Agreement ("the expenses") and that any such trips will be agreed with the Client in advance.
4. ID shall:
  - a. Within 14 days of the signing of this Agreement submit an invoice to the Client for 100% of the fee as outlined in paragraph 3 above.
  - b. Within 30 days of incurring any such expenses, submit an invoice to the Client for actual expenses incurred for travel, accommodation and related expenses as outlined in paragraph 3 above.

- c. Within 14 days of the Expiration Date or Termination Date of the Agreement submit an invoice for any remaining fees and expenses incurred during the performance of the Agreement.
5. During the Term, ID may accept and perform engagements for other clients, which do not impinge upon its ability to provide the Services.
6. ID warrants and represents to the Client that it is an independent contractor and as such bears sole responsibility for the payment of any form of tax levied by the government of the United States of America, which may be found due from it in relation to any payments or arrangements made under this Agreement.
7. The Client shall notify ID of the individual(s) within the Client to whom ID shall report and/or be the contact(s) for ID with the Client. The identities of such persons may vary during the course of the Term.
8. ID shall not nor shall any of its employees, agents or sub-contractors disclose or use or cause to be disclosed or used at any time during or subsequent to this Agreement, any secret or confidential information of the Client or any other information relating to the financial or other affairs of the Client, except as required by the Client in connection with ID's performance of the Agreement or as required by law. Subject, however, to ID's right to publicise its work including the existence of this Agreement, which ID may only do without revealing any confidential information.
9. The Client understands and accepts that the information provided to it by ID, as appropriate, may need to be treated in the strictest confidence. The Client shall not nor shall any of its agents disclose or use or cause to be disclosed or used at any time during or subsequent to this Agreement, any confidential information provided by ID without the written prior consent of ID.
10. ID shall not be liable for any loss, damages, expenses of whatsoever nature or kind suffered by the Client, its servants, agents, employees or contractors arising out of ID's performance of this Agreement.
11. Unless otherwise decided by ID in writing, the Client shall be solely responsible for the costs, expenses and fees of any additional third party contractors that the Client requests ID to employ to provide services to the Client which do not fall within the Services set out in Annex I.
12. The Client may terminate this Agreement by notice in writing to ID if:
  - a. ID shall have been in breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by ID within 7 days of receipt by ID of a written notice from the Client specifying the breach and requiring its remedy;
  - b. ID shall have refused or failed within a reasonable time to provide any one or more of the Services after being instructed in writing by the Client to do so; or
  - c. ID shall have conducted itself in any manner which, in the opinion of the Client has brought or is likely to bring either the Client into disrepute or has or is likely to impair ID's ability to provide any of the Services to the Client or to do so in any manner or at any time which the Client shall reasonably have required of it.

13. ID may terminate this Agreement by 7 days' notice in writing to the Client if:
  - a. the Client or those for whom it is responsible seeks by any means whatsoever to compromise or undermine the status of ID as a politically neutral independent diplomatic facilitator;
  - b. the Client breaches the terms of this Agreement; or
  - c. the Client violates ID's ethical criteria set out in preambular paragraph (a) above namely: commitment to democratic principles, protection of human rights, and respect for international law including non-resort to the use of unlawful violence.
14. Either party may terminate this Agreement without cause by 30 days written notice in writing to the other party, except where immediate termination is permitted under Section 15.3 below. In the case of termination ahead of the Expiration Date, ID will reimburse any fees paid upfront on a pro-rata basis, less any costs that have already been incurred in the performance of duties related to the Agreement, provided that no such reimbursement shall be required in cases of termination under Section 15.3.
15. This Agreement contains the entire agreement of the parties. It may only be changed by written agreement.

#### 15.1 Sanctions Representations and Warranties

Each party represents and warrants to the other that:

- a. Neither it nor any of its officers, directors, employees, agents, or representatives is currently subject to any sanctions, trade restrictions, or similar measures imposed by the United Kingdom, United States, European Union, United Nations, or any other relevant governmental or regulatory authority ("Sanctions");
- b. Neither it nor any person or entity controlling, controlled by, or under common control with it appears on any sanctions list, including but not limited to the UK Consolidated List, US Specially Designated Nationals List, EU Consolidated List, or UN Security Council sanctions lists;
- c. It will not use any amounts paid under this Agreement to fund activities or make payments to any person or entity that is subject to Sanctions; and
- d. Its performance under this Agreement will not result in any violation of applicable Sanctions.

#### 15.2 Ongoing Compliance

Each party undertakes to:

- a. Comply with all applicable Sanctions throughout the Term of this Agreement;
- b. Immediately notify the other party in writing if it becomes aware of any actual or potential violation of Sanctions in connection with this Agreement; and
- c. Not take any action that would cause the other party to be in violation of applicable Sanctions.

#### 15.3 Immediate Termination for Sanctions Violations

Either party may terminate this Agreement with immediate effect by written notice if:

- a. The other party becomes subject to any Sanctions;
- b. The other party is added to any sanctions list;
- c. The performance of this Agreement would result in a violation of applicable Sanctions; or
- d. The other party materially breaches any representation, warranty, or undertaking set out in this Section 15.

15.4 Consequences of Sanctions Termination

In the event of termination under Section 15.3:

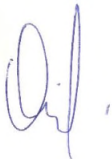
- a. All obligations under this Agreement shall cease immediately, except for those that by their nature should survive termination;
- b. Each party shall return or destroy any confidential information of the other party in its possession;
- c. ID shall be entitled to retain any fees already paid and shall have no obligation to provide refunds, except as may be required by applicable law; and
- d. Neither party shall have any liability to the other for such termination, except for any antecedent breach of this Agreement.

16. This Agreement shall be governed by and interpreted in accordance with the laws of England and all disputes and differences arising under or in connection with this Agreement shall be referred to arbitration on the written request of one Party served on the other. The arbitration shall be conducted in English and finally settled in London under the Rules of Arbitration of the London Court of International Arbitration by a sole arbitrator appointed in accordance with the said Rules. The cost of arbitration will be borne in such proportions as the arbitrator decides. Judgment upon award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Any notice to be given under this Agreement shall be in writing and will be deemed to be sufficiently served by one party on the other if it is either delivered personally or is sent by facsimile or is sent by email and addressed to the party to whom it is to be given.

IN WITNESS whereof this Agreement has been executed on the day first before written by the undersigned persons who are duly authorised by the respective party.

**For the Client**



Signed.....

Date 1 Jan. 2025.....

By: Sidi Omar, UN Representative

**For Independent Diplomat**



Signed

Date.....1 Jan 2025.....

By Nick Scott, Managing Director

**Annex I: SERVICES**

ID and the Client will agree specific priorities as part of the active management of the Agreement, relating to possible services in the following areas:

- A. Diplomatic Strategy. ID may provide advice on the Client's diplomatic strategy, as well as information and analysis of Western Sahara's diplomatic situation, for example, at the United Nations (UN) Security Council, UN General Assembly, UN Human Rights Council, European Union and African Union in order to achieve the goals of the Client.
- B. Diplomatic Tools and Techniques. ID may offer assist with diplomatic tools and techniques, including the preparation of diplomatic communications, preparations for international visits and diplomatic meetings, and assistance with the drafting of speeches, speaking notes, Aide Memoires and briefs etc.
- C. Public Diplomacy. ID may advise on public diplomacy initiatives to raise awareness of the situation in Western Sahara, and especially the content of messages aimed at the international community and international media.

**Notes on Independent Diplomat's Services**

- 1. All of ID's clients have been assessed positively against ID's ethical criteria, which are commitment to democratic principles; protection of human rights; and respect for international law including non-resort to the use of unlawful violence.
- 2. ID assists its clients achieve their goals including the prevention and resolution of conflict through lawful and diplomatic avenues. It does not itself engage in political activity but assists its clients in seeking specific diplomatic outcomes.
- 3. ID does not act as an advocate for individuals, organisations or its clients or their programmes or for any political or ideological point of view, and is a politically neutral independent diplomatic facilitator.